

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 26 PAGES
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 6/08/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) FPRI for the MMRP	
6. ISSUED BY U.S. Army Engineering and Support Center, Huntsville 4820 Univeristy Square Huntsville, AL 35816-1822	CODE W912DY	7. ADMINISTERED BY (If other than Item 6) ATTN: Michael R. Duffy (CEHNC-CT-E) CODE W912DY		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO. W912DY-04-R-0009
			(<input checked="" type="checkbox"/>)	9B. DATED (SEE ITEM 11) 2/13/2004
				10A. MODIFICATION OF CONTRACTS/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Offerors are to acknowledge this amendment and all previous amendments on the attached revised SF33 showing the closing date of Phase II as 9 July 2004.

This Amendment 0007 amends/clarifies the Performance Work Statement (PWS) requirements, as well as what is required for Phase II Proposals. Offerors are to review and replace the following pages/sections:

Section L - Replace pages 24-29 with the attached pages. Note the changes in vilot to paragraphs 4.6.6, 5.1, and 5.2.

FPRI Task Order 0001 PWS - Replace the entire PWS with attached. Look for the changes in red/blue. Paragraphs amended are 2.2, 2.3.2, 3.5, 4.4, 5.6.2, and 5.6.3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 324 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. W912DY-04-R-0009		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2/13/2004	
7. ISSUED BY U.S. Army Engineering and Support Center, Huntsville 4820 University Square Huntsville, AL 35816		CODE W912DY		6. REQUISITION/PURCHASE NO.			
		8. ADDRESS OFFER TO (If other than Item 7) ATTN: Michael R. Duffy (CEHNC-CT-E)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 12 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby at 4820 University Square until 1600 local time 7/9/2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: Michael R. Duffy	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 256-895-1793
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11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	46
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	23	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	171
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	1	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	12
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	2	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	29
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	2	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	16
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Individual Task Order Awards for Accounting and Appropriation Data	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) Section G		
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE US ARMY CORPS OF ENG FINANCE CTR 5722 INTEGRITY DRIVE / OFC: CEFC-AO-P MILLINGTON TN 38054-5005		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Phase II:

4. Oral Presentation -

4.1. The Government plans to conduct oral presentations during Phase II with those offerors in the competitive range only, if one is established. Otherwise, all offerors in Phase I will be invited to participate in the oral presentations conducted in Phase II. Offerors that are participating in Phase II, will be provided with a Performance Work Statement (PWS) for Task Order 0001 at the time of notification that they may participate in Phase II. Currently the site for the first Task Order has not been released. The following paragraphs will outline the procedures for the oral presentations.

4.2. Following the Offeror's presentation, the offeror will submit to questions from the Government's designated evaluators and advisors in a panel interview format. The oral presentation and interview will be a test of an offeror's abilities and capabilities relative to the other competitors.

4.3. The purpose of the oral presentations will be for the Offeror's to present to the Government designated evaluators, the Offeror's knowledge of the requirements for the Task Order, and for the Offeror to demonstrate their capabilities to perform the work and reach the milestones/objectives required under the Task Order.

4.4. The oral presentation will be evaluated in accordance with Section M and the Source Selection Plan.

4.5. The content of the oral presentation and the questions and answers provided will become part of the offer and will supplement the written proposal information provided. If the Government determines that the information from the oral presentation or question and answer session will be included in the contract/task order, the Offeror will be required to submit the information in writing per FAR 15.102(f). The Offeror shall not discuss information about the oral presentation or any of the questions and answers to potential competitors. Such release could disqualify the Offeror, subcontractor, competitor, and the recipient of the information. As provided in FAR 52.215-1(f)(4), the Contracting Officer intends to make award without discussions, and therefore the Offeror's initial proposal should contain the Offeror's best terms from a technical, schedule, and cost standpoint. However, if discussions are needed regarding the oral presentation, they will occur before Phase II of the selection process has been completed, and will occur telephonically. Any revisions made to an Offeror's proposal may be submitted electronically with a hardcopy and CD-ROM copy express mailed to the address on the SF33.

4.6. Oral Presentation Format

4.6.1. Schedule for presentations

The offerors invited to participate in oral presentations will be provided a date, time and location for their respective oral presentation(s). The Government anticipates conducting the oral presentations either in Huntsville, Alabama or at/near the MEC site. The Government will identify the specific time and location by letter. The Contracting Officer reserves the right to designate another location at the time of the offer for oral presentations. Offerors shall be prepared to present their oral presentations within the time period specified by the Contracting Officer. The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer. Once notified of their scheduled presentation date, time, and location, the offeror shall make their presentation at the scheduled date, time and location.

4.6.2. Form of Presentation

Offerors shall make their oral presentation in person. Use of video taped presentations or other forms of media are not acceptable and will be rejected. The presentation shall begin with the presenter's introduction of himself/herself by name, position, and company affiliation. The Government will provide a projection screen, and table space for up to six (6) offeror representatives. If the offeror prefers to present using PowerPoint slides, the offeror shall provide its own laptop computer, digital media projector for PowerPoint presentations, and appropriate connections.

4.6.3. Oral Presentation Submission

4.6.3.1. Each offeror shall provide one (1) original copy and twelve (12) duplicate copies, labeled Volume V, of the oral presentation materials at the time of the close of Phase II. The presentation transparencies/PowerPoint slides will not be a part of the Phase II page count. The offeror must number the pages and bind each set of transparencies/slides in a three-ring loose-leaf binder. When evaluating the offeror's oral presentation, the Government will consider only those transparencies/PowerPoint slides that were actually projected and addressed by the offeror during its presentation. The contracting officer will not permit the offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

4.6.3.2. There is no limitation on the number of slides that an offeror may use. However, the presenter(s) will be limited in the amount of time for presentation and will not be granted extra time to finish its presentation. What the presenter(s) present in writing (via transparencies/PowerPoint slides or its written proposal) will take precedence over the information given verbally. The Government will not accept for evaluation any additional documentation, such as procedural manuals, handbooks or guides, etc., which may or may not have been referenced during the presentation. Only that information requested in this Phase II shall be submitted.

4.6.3.3. Offerors are prohibited from taping or recording their own presentation.

4.6.4. Offeror's presentation team

The oral presentation shall be led by the proposed Project Manager. The team shall include no more than five (5) additional individuals who are able to answer any questions that may arise concerning the proposal. Only key personnel comprising the offeror's management team listed in its proposal, the contractor's financial officer, insurance underwriter or other person or entity directly and significantly supporting the offeror in execution of the work effort for this contract shall participate on the presentation team. It is highly recommended and suggested that one of the six (6) personnel be highly knowledgeable in their cost containment insurance policy/indemnification package that will be purchased under the Task Order.

4.6.5. Time allowed for presentations

Prior to the scheduled start time, offerors will be allowed a thirty (30) minute set-up period. The last five (5) minutes of the set-up period will be reserved for introductions (Government and Offeror personnel) and for the Procurement Contracting Officer to provide a review of the ground rules. The Offeror's presentation (excluding questions and answers) shall be limited to ninety (90) minutes (uninterrupted). Following the oral presentation, there will be a recess for the Government to caucus and formulate questions regarding the oral presentation or other matters, if necessary. After the recess, each offeror will answer questions from the Government evaluation team. The Question and Answer session may last approximately one (1) hour. The

Government may ask questions concerning any matter that it deems appropriate. The questions and answers will allow the Government to determine that the Offeror understands the technical/management uncertainties, challenges, and risks associated with this Task Order. Communication between the offeror and the Government shall not be construed as discussions within the meaning of FAR regulations, unless the Contracting Officer makes that determination. The Government will not inform the offeror of their strengths, weaknesses, or deficiencies, nor engage in bargaining during any part of the oral presentation. The time clock will start upon the Government's direction to begin.

4.6.6. Reducing Oral Presentations to Writing

Offerors should put forth a concentrated effort to ensure that the information provided during any oral presentation is consistent with the written terms and conditions of its written proposal. If the oral presentation, contradicts the written materials, the written materials shall take precedence. The primary purpose of the oral presentation is to allow the Offeror an opportunity to familiarize the Government with the Offeror's team, the Offeror's management/organizational structure, the Offeror's insurance policy and the offeror's proposed technical approach/solutions. **The total page count for Volume III, excluding Section III - Insurance/Indemnification policy is 35 pages. The total page count for Volume IV is 20 pages, excluding the information under Tabs 2 & 3. There is no page limit for Volume V. The Offeror shall submit all 3 volumes and 2 CDs by 1600 hours on 9 July 2004:**

**Volume III – 1 Original and 12 Copies
Volume IV – 1 Original and 3 Copies
Volume V – 1 Original and 12 Copies
2 CD-ROM Copies Containing Volumes III-V**

4.7. Format and Content for the Oral Presentation -

Table 2. Oral Presentation and Volumes III, IV, and V Content

<i>Task Order 0001</i>
VOLUME III – Task Order 0001 (Page Limit of 35 Pages Total, <i>Excluding Section II, for Volume III</i>)
Section I – Offeror's Proposed Team for Task Order 0001
Section II – Insurance/Indemnification Policy – (<i>not included in page count</i>)
Section III – Quality Control
Section IV – Accident Prevention Plan/Site Safety Health Plan Overview
Section V – Technical Approach to Task Order 0001 with Milestones/Schedule (NO COSTS ARE TO BE INCLUDED HERE)
VOLUME IV – Cost Evaluation Factors and Other Contract Documents (Page Limit of 30 Pages Total for Volume IV – excluding Tab 2 and 3 which are not included in the page count)
Section I, Tab 1 – Performance Based Milestones and Schedule with Cost to Complete Each Milestone
Section I, Tab 2/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion.
Section I, Tab 3/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion.
Section I, Tab 4/Certificates and Organizational Conflicts of Interest. Certificates shall be filled out and Organizational Conflicts of Interest addressed thoroughly.
Volume V – Oral Presentation Materials

5.0. Volume Content – Phase II

Proposals presented via oral presentation and submitted in writing in response to this solicitation, shall consist of the contents required in the sub-paragraphs described below and the number of volumes required for the Offeror's submittal is:

5.1. Volume III, Section I – Offeror's Proposed Team for Task Order 0001

The Offeror shall identify its proposed team for this Task Order. The Offeror shall provide the resumes of the key personnel as required in Section C, and shall discuss their roles and responsibilities. The Offeror shall provide an organizational chart, which should clearly identify the reporting lines, roles, and responsibilities among the team, and should include the subcontractors or team members that will be performing substantial portions of the work under this Task Order. The Offeror should discuss their plan for resourcing this Task Order, including how the Offeror will provide the staffing and equipment needed to perform the Task Order. The Offeror is not required to submit resumes for those key personnel that they have already submitted for evaluation in Phase I. However, the Offeror shall identify those key personnel and reference the page(s) where the resume(s) can be located in their Phase I proposal.

5.2. Volume III, Section II – Insurance/Indemnification Policy

The offeror shall identify its proposed insurance underwriter(s), the offeror's past working relationship with the insurance underwriter(s), general information on the underwriter(s), and the underwriter's A.M. Best rating. The offeror should provide evidence of any previous cost overrun insurance obtained for similar types of work or contracts held. The Insurance Policy and Indemnification Package shall conform to all the minimum requirements as stated in Section H. The insurance underwriter(s) shall also provide any limits of insurance capacity both on a per site basis and in the aggregate. The insurance underwriter and Offeror shall also provide a copy of the actual insurance policy complete with all the endorsements and exclusions that will be used for the task order to be awarded to the Contractor under this contract. The Insurance Policy and Indemnification Package shall be watermarked "Specimen". The Government encourages innovative approaches to the insurances required under this contract. Alternatives that would expand the degree of risk transfer for the Government, reduce insurance premium costs, or would simplify the insurance review process for subsequent task orders are desirable.

5.3. Volume III, Section III – Quality Control

The Offeror shall discuss the application of its corporate and project quality management/quality control processes to attain the objectives of the Performance Work Statement. Discussions should demonstrate a thorough understanding of the necessary quality control activities required to meet project objectives. The Offeror should describe QC personnel and their responsibilities.

5.4. Volume III, Section IV – Accident Prevention Plan (AAP)/Site Safety Health Plan (SSHP) Overview

The Offeror shall discuss its overview of their accident prevention plan (AAP) / site safety and health plan (SSHP) for this Task Order. It should demonstrate a thorough understanding of the MEC specific accident prevention/safety and health requirements and

it should demonstrate the ability to implement these requirements into an effective, comprehensive, and coherent plan for this Task Order.

5.5. Volume III, Section V – Technical Approach to Task Order 0001 with Milestones/Schedule

The Offeror shall provide its best technical approach to accomplishing all work in order to achieve the milestones/objectives outlined in the performance work statement for Task Order 0001. The technical approach should demonstrate that the Offeror has a thorough and complete understanding of the requirements. The Offeror should discuss the technology it will use and the process it went through to determine that this was the best technology and approach to removing the MEC on the site. The Offeror should also discuss any and all assumptions made when developing their technical approach. The Offeror shall provide a performance-based milestone and schedule chart that does **NOT** identify the cost to complete each milestone. **(Cost will not be discussed during the Oral Presentation)** The first milestone should be the purchase of the insurance policy. The work should be performed within the overall time frame for the project as described in the performance work statement (PWS). If it cannot be accomplished within the specified time frame, the Offeror should provide a thorough justification and the reasons why the work cannot/would not be accomplished within the required time frame.

6.0. Volume IV, Section I – Cost Evaluation Factors and Other Contract Documents

(WILL NOT BE DISCUSSED AT THE ORAL PRESENTATION)

6.1. Volume IV, Section I, Tab 1 – Performance-Based Milestones and Schedule with Costs to Complete Each Milestone

The Offeror shall provide a performance-based milestone and schedule chart that also identifies the cost to complete each milestone. The first milestone should be the purchase of the insurance policy. In addition, the chart shall identify the point where the 10% retention will begin for the remainder of the total task order costs. These costs will not be paid until the project has reached its last milestone and the final milestones have been accepted and approved. The work should be performed within the overall time frame for the project as described in the performance work statement (PWS). If it cannot be accomplished within the specified time frame, the Offeror should provide a through justification and the reasons why the work cannot/would not be accomplished within the required time frame.

The Offeror shall provide cost breakdowns with enough information and an adequate level of detail for each of the payment milestones and should include labor, travel, material, equipment, ODCs, and subcontractor costs (there should not be any “lump sum” costs, and there should be a clear explanation for all subcontractor costs, or any other high cost items). The Government will be evaluating the reasonableness of the Offeror’s costs when compared to their technical approach, and for the effort the Offeror has taken to reach that payment milestone. The Offeror’s shall provide one page showing their base labor rates, following the labor categories in the Tables in Section B of the solicitation for all the labor categories listed. The Offerors shall also provide their G&A, Overhead, and any additional markups as a percentage for the Base Period. This is to ensure that the Offeror is in compliance with their DCAA audited rates and the Service Contract Act Wage Determination.

6.2. Volume IV, Section I, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror’s responsibility will be reviewed in accordance with FAR Part 9.

6.3. Volume IV, Section I, Tab 3 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

6.4. Volume IV, Section I, Tab 4 – Certificates

The Offeror shall fill out in its entirety a Certificate of Current Cost or Pricing Data and a Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, which can be found in Section J of the Solicitation.

7.0 Volume V – Oral Presentation Materials

The Offeror shall provide all materials that is planned to be presented during their Oral Presentation. No materials that were not submitted at the close of Phase II, will be allowed to be presented. **At no time should COST be discussed during the presentation.** Offerors should put forth a concentrated effort to ensure that the information provided during any oral presentation is consistent with the written terms and conditions of it's written proposal. If the oral presentation contradicts the written materials, the written materials shall take precedence.

8.0. Technical Exceptions and Deviations -

The offeror shall identify and explain any exceptions and/or deviations from the requirements of the RFP or conditional assumptions made with respect to the technical requirements of the solicitation in the technical proposal. Any explanation of exceptions and/or deviations taken must contain sufficient information and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions that do not provide benefit to the Government, could result in the proposal being determined unacceptable.

(End of Section L)

U.S. Army Corps of Engineers

Performance Work Statement

Fixed Price Response w/Insurance Contract for the Military Munitions Response Program (MMRP)

Munitions and Explosives of Concern (MEC) Response Actions Bombing Target #5 Former Lowry Bombing and Gunnery Range, Colorado

~~May 10, 2004~~

Revised: June 8, 2004

**Performance Work Statement
Fixed Price Response w/Insurance
for the
Military Munitions Response Program (MMRP)**

**Munitions and Explosives of Concern (MEC) Response Actions
Bombing Target #5
Former Lowry Bombing and Gunnery Range (FLBGR), Colorado**

Task Order 0001

1.0 Background

- 1.1 **Introduction.** This Performance Work Statement (PWS) outlines the munitions and explosives of concern (MEC) response action objectives to be performed at the Former Lowry Bombing and Gunnery Range (FLBGR) area of concern titled Bombing Target #5. The efforts for this task order are being performed utilizing the Fixed Price Response w/Insurance (FPRI) contracting tool being procured under solicitation number W912DY-04-R-0009 by the U.S. Army Engineering and Support Center, Huntsville. After award, Contracting Officer authority for task order 0001 will be transferred to the U.S. Army Corps of Engineers, Omaha District for management and execution.
- 1.2 **FLBGR Site Description.** Bombing Target #5 is one of twelve known munitions response sites (MRS) on the FLBGR. The FLBGR, formerly known as Buckley Field, was established on 65,547 acres (100 square miles) of land acquired by the City and County of Denver in 1937. The range is located in Arapahoe County, approximately 20 miles southeast of Denver and adjacent to the city of Aurora, Colorado. Additional site-specific detail for Bombing Target #5 is presented in paragraph 3.0.
- 1.3 **Site History.** The FLBGR opened in 1942 as an Army Airfield, and was part of the Army Air Corp's Western Technical Training Command during WWII, when it was used to conduct armament and bombing training. The training consisted of bombing practice using both practice and high explosive (HE) bombs at numerous bombing and gunnery targets across the site. From 1942 through 1963, numerous tenants, including the Air Force, Army, Navy, and Air National Guard, used the range for various training exercises. The range was also used to support training exercises during the Korean and Vietnam wars. Between 1960 and 1980, the extent of the range was either sold or transferred to other non-Federal parties. Additional site history information can be found in the Archives Search Report Findings, Buckley Field (see CD included with PWS).
- 1.4 **Settlement Agreement.** The execution of the services to be performed under this task order are consistent with the requirements set forth in the Settlement Agreement (SA) between the U.S. Army and the Colorado Department of Public

Health and Environment (CDPHE), signed in April 1998. The Settlement Agreement details the authority under which these services are being performed and is being implemented through the project Management Plan and quarterly program principals meetings.

- 1.5 **Definitions.** Definitions for terms utilized within this Performance Work Statement (PWS) are in Section C of solicitation W912DY-04-R-0009 and will be included in the Base Contract.

2.0 **Description of Services**

- 2.1 **General.** The contractor shall perform all MEC response actions and associated services in accordance with the Comprehensive Environment Response, Compensation, and Liability Act (CERCLA), Section 104 and the National Contingency Plan (NCP), Section 300.400, to achieve the objective of this task order as described below. A number of maps, diagrams and documents pertinent to this effort are provided in electronic form (CD) as part of this PWS. Information included on this CD and referenced in the text portion of the PWS will be referenced as “CD”. The following information, in no specific order, is included on this CD.

- 2.1.1 Archives Search Report
- 2.1.2 Community Relations Plan
- 2.1.3 Restoration Advisory Board Charter
- 2.1.4 Draft Engineering Evaluation/Cost Analysis (EE/CA) (minus figures)
- 2.1.5 Draft EE/CA figures
- 2.1.6 Master Work Plan, Revision 4
- 2.1.7 Management Plan
- 2.1.8 Explosives Safety Submission and Approvals
- 2.1.9 FLBGR site map/Bombing Target #5 location map
- 2.1.10 Bombing Target #5 estimated boundary
- 2.1.11 Bombing Target #5 parcel map
- 2.1.12 Bombing Target #5 parcel ownership & POCs table
- 2.1.13 Bombing Target #5 test grid data and other munitions
- 2.1.14 Bombing Target #5 blank database (Microsoft Access 2002)
- 2.1.15 BT#5 surface debris, SAR, August 1999
- 2.1.16 Construction Support/Anomaly Avoidance responsibility area map
- 2.1.17 Bombing Target #2 test grid data
- 2.1.18 Bombing Target #2 munitions response data
- 2.1.19 Bombing Target #2 munitions response grids
- 2.1.20 Bombing Target #6 test grid data
- 2.1.21 Bombing Target #6 munitions response data
- 2.1.22 Bombing Target #6 munitions response grids

- 2.2 **Objective.** The objective of this task order is to obtain MEC Response Complete at the MRS identified as Bombing Target #5 (final boundaries are to be determined by the Contractor) at the Former Lowry Bombing and Gunnery

Range, Colorado. (See Paragraph 3.0 below for more information on Bombing Target #5). MEC Response Complete is defined as all MEC responses have been completed and no subsequent MEC responses are required for the Target, and concurrence on the Proposed Plan and resulting Decision Document has been obtained in writing from the lead regulatory agency - the Colorado Department of Public Health and Environment (CDPHE). Munitions Constituents (MC) response is not included in the scope of this task order (see paragraph 2.6).

All MEC items (which includes munitions related scrap and debris) identified on the surface or subsurface will be handled in accordance with the approved MPPEH plan that is included as part of the work plan. Non-MEC items (concrete debris, barbed wire, etc.) should be placed in the corner of each grid to facilitate removal verification activities and subsequent removal by the landowner. Most munitions related accidents nationwide have been related to inappropriately certifying munitions as debris when in fact they have been live. The Corps of Engineers and State of Colorado are very aware of these accidents and sensitive to them, and will be very diligent in overseeing this portion of the work efforts under Task Order 0001.

2.3 **Task Order Requirements**

2.3.1 This Task Order will be issued on a Firm Fixed Price basis. All milestones and objectives are to be met within a maximum of 5-years from the date of award. The Offerors shall provide the following number of copies for each Volume (III, IV, and V) required in Section L of the solicitation:

Volume III – 1 Original, 12 Copies
Volume IV – 1 Original, 3 Copies
Volume V – 1 Original, 12 Copies
2 CD's containing Volumes III-V

2.3.2 Offerors are to submit their proposals in writing under Phase II for solicitation W912DY-04-R-0009. Offerors will also present their written proposals during an Oral Presentation, which will take place shortly after the receipt of the Phase II written proposals. Oral Presentations shall be given by the Offeror in Huntsville, AL at the place, date and time that is determined by the Contracting Officer. (A formal letter will be sent to the offeror addressing this). The proposal and oral presentation formats are located in Section L of the solicitation. All three volumes shall be submitted by 1600 hours on 9 July 2004.

2.3.3 Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the Task Order proposals received (FAR Part 15.306(a)(2)). Therefore, Task Order proposals should be submitted/presented initially on the most favorable terms from a price, insurance/indemnification, and technical standpoint. Do not assume that Offerors will be contacted or afforded an opportunity

to clarify, discuss or revise their proposals during or after the oral presentation.

- 2.4 **Insurance/Indemnification.** The contractor shall provide the general insurance as required in Section H of the solicitation (W912DY-04-R-0009), as well as the indemnification and cost containment insurance at one (1) times the task order cost, less the cost of the insurance premium, also outlined in Section H. The cost of the Insurance/Indemnification Policy shall be a separate line item in the Cost Proposal. All costs associated with this Line Item shall be identified (e.g. Broker Fees, Policy Premium, etc.). [The complete Insurance/Indemnification Package shall have the watermark “Specimen” on every page of the policy/package including the endorsements and exclusions pages.](#)
- 2.5 **Warranty Period.** The contractor will NOT be required to provide a Warranty Period for this Task Order. Therefore, the contractor is to only indemnify the Government and provide insurance coverage during the performance of all services through completion and acceptance/approval of the Final Milestone.
- 2.6 **Hazardous, Toxic, and Radioactive Waste (HTRW)/Munitions Constituents (MC).** HTRW/MC remedial actions are not part of this PWS. If suspected HTRW/MC is encountered the contractor shall immediately notify the Omaha District OE Safety Specialist or the USACE POC as designated in the approved work plan and the Omaha District’s Project Manager (PM) and shall take the necessary actions to protect the safety of their workforce, the public and the environment.
- 2.7 **Chemical Warfare Materiel (CWM).** CWM response actions are not part of this PWS. A CWM contingency plan is required per paragraph 5.3.5.
- 2.8 **Information Management.** MEC removal action results will be documented in the Bombing Target #5 database (provided on CD). Fieldwork results will be input and updated on at least a weekly basis, and provided on request to the CDPHE and Omaha District PM’s. Other project documents shall adhere to the following mediums.
- 2.8.1 Reports: Microsoft Word
- 2.8.2 Geophysical/Location & Mapping, Survey Data: Microsoft Excel
- 2.8.3 Drawings/figures: ArcView GIS

3.0 **Bombing Target #5**

3.1 **Site Description.**

- 3.1.1 **Location.** Bombing Target #5 is located mostly in portions of the eastern ¼ of Section 24, T5S, R64W 5th PM and portions of Section 19, T5S, R63W 5th PM. The target area is approximately 3 miles south of East Quincy Avenue near the eastern extent of the range (see CD).

- 3.1.2 Known Historical Military Munitions Use. Historical documents indicate that Bombing Target #5 was used primarily as a dive-bombing range using sand-filled practice bombs, 3-pound practice bombs, and high explosive (HE) bombs. The full extent of the use of this target is unknown. For more information see the Archive Search Report Findings, Buckley Field (see CD and paragraph 3.3 below).
- 3.1.3 Current Land Use. The majority of Bombing Target #5 (current defined boundaries) is utilized for farming and is privately owned. Adjacent land uses include cattle grazing and 35-40 acre ranchettes. Real estate ownership and Points of Contact are provided on the CD that is included with this PWS.
- 3.1.4 Access. The target can be accessed via a private paved road off of East Quincy Avenue. Barbwire cattle fence, cattle guards and a private road sign at East Quincy Avenue control access to the area (see CD).
- 3.2 **Military Munitions Response Program (MMRP) Actions to Date at Bombing Target #5.** The following MMRP actions have been performed to date at Bombing Target #5. Copies of these documents are provided on the CD that is included with this PWS. The approximate extent of the target developed by the Omaha District, is shown on the maps included with the CD. The true extent of Bombing Target #5, and the final area requiring MEC removal actions, will be determined by the contractor based on actual field results, and working with the CDPHE.
- 3.3 **Munitions and Explosives of Concern Identified to Date at Bombing Target #5.** MEC identified to date as a result of previous MMRP actions are shown below. Additional details are included in the CD that is included with this PWS.
- M38 100lb practice bomb
MK23 3lb practice bomb
M69 6lb incendiary bomb
Photo-flash bombs
Munitions debris
- 3.4 **Rights of Entry (ROE).** The property within the anticipated boundaries of Bombing Target #5 is privately owned. The Omaha District will provide the contractor ROEs to the property for performing MEC removal actions.
- 3.5 **Landowner Communication/Coordination.** The property within the anticipated boundaries of Bombing Target #5 is privately owned. The land use for a significant portion of the current estimated extent of Bombing Target #5 is used for dry land wheat farming. ~~The contractor is required to communicate and coordinate directly with the landowner to address potential conflicts with the MEC removal actions and the landowners land use.~~ The Omaha District will

[communicate directly with the landowner to resolve potential conflicts between the planned MEC actions and the planned future use of the property. Contractors shall not contact the landowner directly except as required after contract award to address requirements in paragraph 5.7.1.](#)

4.0 Performance Work Statement (PWS)

- 4.1 **General.** The intent of the PWS is to define the desired results to meet the objectives of the Task Order, and allow the contractor the flexibility to utilize and apply their expertise and experience to obtain these results. However, due to the hazardous nature of performing MEC removal actions, there are certain tasks that will continue to require Corps of Engineers approval. These tasks are clearly outlined throughout this PWS.
- 4.2 **Data Item Descriptions (DIDs).** The FPRI DIDs are outlined in Section J, Attachment 7 within solicitation W912DY-04-R-0009 and will be incorporated into the Base Contract. The contractor, in the performance of this Task Order shall utilize those DIDs that are specifically referenced within this PWS. All other FPRI DIDs may be used as guidance when needed, but the DIDs are not required to be followed by the contractor unless specifically referenced in the PWS.
- 4.3 **Regulator Communication/Coordination.** The intent of this task order is to empower the contractor to work directly with CDPHE, while maintaining sufficient coordination and communications with the Omaha District. The Omaha District and CDPHE remain responsible for the successful clean up of this site under the Settlement Agreement, and will be providing an appropriate level of oversight and management of the project.

The contractor is expected to work closely and maintain a working relationship with both CDPHE and the Omaha District. The contractor is authorized to deal directly with CDPHE as necessary, provided the Omaha District PM is kept apprised and invited to participate in all pertinent discussions (telephone conferences, correspondence) and project meetings are coordinated between all parties.

- 4.4 **Performance Standard.** The performance standard for Bombing Target #5 shall be unrestricted land use. This level of performance is consistent with CDPHE requirements at other MRS across the range. [The CDPHE utilizes a technology-based standard for military munitions response actions - requiring all detectable military munitions to be removed utilizing the best available munitions detection and removal technology. For the clearance criteria under Task Order 0001, CDPHE will require detection of the smallest potentially hazardous military munitions items possible at the site. Based on clearances at other areas on FLBGR the smallest potentially hazardous items at BT5 are likely to be fuzes and/or 20mm projectile. Fuzes are of particular concern at FLBGR due to the number of live hazardous fuzes recovered in mag and dig operations at other](#)

bombing targets. Live 20mm HEI projectiles have also been recovered at FLBGR.

5.0 Munitions and Explosives of Concern (MEC) Response Actions.

- 5.1 **Pre-Proposal Site Visit.** A site visit is scheduled for 20 May 2004 beginning at 0900 hrs. The site visit is voluntary and will be at the Contractors' own expense. Offerors wishing to participate will meet at the FLBGR site compound for a safety briefing prior to traveling to Bombing Target #5. Contractors shall provide their own 4x4 vehicle transportation and wear appropriate field attire (e.g. boots, long pants, hat's, etc.). OE escorts will be provided.

POC for RSVP's for this Pre-Proposal Site Visit is Mr. Michael R. Duffy. Please email him at Michael.R.Duffy@usace.army.mil by 17 May 2004 and provide him with the names of up to four participants that are planning on attending the site visit.

- 5.2 **Work Plan.** The purpose of the work plan is to describe the goals, methods, procedures, and personnel to be used for the MEC removal actions to be performed at Bombing Target #5. The contractor shall develop a work plan that incorporates, at a minimum, the guidance and requirements within the following paragraphs.

The work plan shall be divided into two distinct sections (Part I and Part II) that will distinguish between those items requiring CDPHE approval and those requiring Corps of Engineers approvals.

The contractor will not commence MEC removal actions prior to approval of the entire Work Plan. This requirement does not prohibit the contractor from performing planning and mobilization type activities prior to performing any MEC removal actions.

The entire document (Part I and II) shall be submitted to all agencies concurrently as shown on the Document Distribution, Review and Approval table shown in Attachment 1.

- 5.2.1 **CDPHE Approval.** Documents and/or plans requiring CDPHE approval will also be reviewed by the Omaha District and other agencies as outlined in the Document Distribution, Review and Approval table. The purpose of the Districts' review and/or concurrence is to assure that all applicable and pertinent laws, regulations and Corps of Engineers policies are being followed. In addition, the Omaha District, as well as other reviewers shown on the distribution list will provide comments for consideration by the contractor and CDPHE. Review and approval time frames will be

negotiated with CDPHE and adhered to by all reviewing agencies. For planning purposes, 30 days for document reviews should be anticipated.

- 5.2.2 Corps of Engineers Approval. Documents and/or plans requiring Corps of Engineers approval shall also be distributed to other agencies as outlined in the Document Distribution, Review and Approval table. Reviewers may provide comments for consideration to the Corps of Engineers in accordance with the review schedules outlined in the solicitation (45 days for draft documents and 30 days for final documents).

- 5.3 **Work Plan Part I.** Part I of the work plan shall include items requiring CDPHE approval and at a minimum, but not necessarily limited to the elements outlined in the following paragraphs.

- 5.3.1 Technical Management Plan. The contractor will provide a Technical Management Plan that shall outline the approach, methods and operational procedures to be utilized by the contractor in executing MEC removal actions at Bombing Target #5. DID FPRI-005-02 may be utilized as a guide for inclusion of information in this plan, but it is not required to be followed.

- 5.3.2 Conceptual Site Model. A conceptual site model will be prepared in accordance with the guidance provided in EM 1110-1-1200.

- 5.3.3 Geophysical Investigations. The contractor shall provide a Geophysical Investigation Plan that includes the details of the equipment, methodologies, procedures, quality control and other relevant information for the performance of this effort (e.g. geophysical mapping, mag & flag, mag and dig, etc.). This plan shall also include the contractors' geophysical proveout (GPO) plan. The contractor should anticipate CDPHE requiring the GPO plan to utilize the concepts outlined in the draft document currently being developed by the Interstate Technology Regulatory Council (ITRC) for GPO efforts. This draft document is available at www.itrcweb.org. The GPO and report must be conducted and accepted by CDPHE prior to starting production field activities.

- 5.3.4 Environmental Protection Plan. Contractor shall follow Data Item Description FPRI-005-012, Environmental Protection Plan.

- 5.3.5 Chemical Warfare Materiel (CWM) Contingency Plan. The contractor shall develop a CWM contingency plan that outlines specific procedures to be taken in the event unknown filler or CWM munitions are identified. Emergency procedures for evacuating contractor personnel, protecting the public, securing the site, and making appropriate notifications (i.e. Omaha District, CDPHE, local law enforcement agencies, etc.) will be outlined in

the plan. The Plan shall follow the guidance document entitled Notification Procedures for Discovery of Recovered Chemical Warfare Materiel RCWM) During USACE Projects, dated 23 April 2004. This document can be found at the following web site.

http://www.hnd.usace.army.mil/oew/policy/IntGuidRegs/RCWM%20Notification%20memo_w_encl23%20April%2004.pdf.

- 5.3.6 **Removal Verification Plan.** CDPHE will require the contractor to perform removal verification. The purpose of this activity is to verify the quality of the MEC removal actions prior to regulatory acceptance of the work. The scope of this activity will be negotiated with CDPHE. It is anticipated that geophysical mapping, analysis, reacquisition and identification of anomalies of a portion, or all of the area addressed by the MEC removal actions, will be required, and thus the requirements of paragraph 5.3.3 shall be incorporated within this plan. The plan shall allow for independent Quality Assurance verification by CDPHE and/or the Corps of Engineers. The contractor may elect to provide this plan at a later date as an amendment to the work plan. If so, the plan shall be approved by CDPHE prior to beginning the activities outlined in the plan.

- 5.4 **Work Plan Part II.** Part II of the Work Plan includes those items requiring Corps of Engineers approval prior to starting MEC removal actions.

- 5.4.1 **Explosives Management Plan.** Contractor shall follow Data Item Description FPRI-005-03, Explosives Management Plan.
- 5.4.2 **Explosives Siting Plan.** Contractor shall follow Data Item Description FPRI-005-04, Explosives Siting Plan.
- 5.4.3 **Material Potentially Presenting an Explosive Hazard (MPPEH) Management Plan.** The contractor shall develop a plan outlining procedures for certification of munitions debris and for secure storage and disposal of the munitions debris. The Contractor shall follow the Corps of Engineers MPPEH Inspection, Certification, and Final Disposition Procedures provided in Section J as Attachment 6 in the solicitation. This will be incorporated into the Base Contract at award.
- 5.4.4 **Accident Prevention Plan (APP).** An APP should be developed utilizing the guidance provided in attachment 2.
- 5.4.5 **Geospatial Information.** The contractor shall describe methods, equipment and accuracy for conduction location surveys and mapping for his project.
- 5.4.6 **Quality Control Plan.** A thorough and detailed quality control plan shall be prepared that outlines and documents the approach and procedures to be

utilized to ensure the highest quality of the contractors' and that of their team's efforts throughout all aspects of the execution of the MEC removal actions performed under this task order. The clearance verification plan discussed above is not part of this plan.

- 5.5 **Explosives Safety Submission (ESS).** An ESS currently exists for the entire FLBGR (see CD). The contractor shall be required to prepare an amendment to the ESS to reflect their operations at Bombing Target #5. The work plan and ESS amendment will be fully coordinated and in agreement with one another. The contractor shall coordinate the amendment with the Omaha District PM who will forward through appropriate channels for approval. No intrusive work may commence prior to obtaining this approval.
- 5.6 **Additional Requirements.** The contractor will provide the following services during the execution of the MEC removal actions.
- 5.6.1 **Community Involvement.** Community Involvement is very important at FLBGR. The contractor will be required to:
- 5.6.1.1 **Restoration Advisory Board (RAB).**
- 5.6.1.1.1 Attend RAB meetings held every other month in accordance with the FLBGR RAB schedule. See www.flbgr.org.
- 5.6.1.1.2 Provide the Omaha District PM project status information to be included in a PowerPoint presentation to the RAB. This information will include project status updates similar to those currently provided for FLBGR. Examples of these updates can be viewed in the RAB meeting minutes posted on the FLBGR website at www.flbgr.org.
- 5.6.1.2 **Administrative Record (AR).** Provide the Omaha District PM documents relied upon to support the decision making process (see EP 1110-3-8) to be placed in the FLBGR AR.
- 5.6.1.3 **Project Website.** Create and maintain a project website similar to the current FLBGR site and provide a link providing access to it from the FLBGR site. A POC for facilitating this effort will be provided to the contractor upon award of the task order.
- 5.6.2 **Technical Support.** The contractor shall provide the Omaha District PM and CDPHE with technical support services. These services may include status updates, technical papers, development of briefings, etc. [Due to the high visibility of this project the Government anticipates a high level of](#)

interest and requests for status/results from various agencies and levels of management. The contractor should anticipate meeting with the Omaha District and CDPHE Project Manager's at least once every two weeks on site to discuss the projects status, issues, concerns, etc. At these meetings it is helpful to have maps of the targets showing the status of the response actions. Examples of these maps can be seen on the FLBGR website. It is difficult to estimate an exact number of technical papers and briefings that will be required. The Omaha District and CDPHE project managers will normally be responsible for preparing these documents with input from the contractor. In addition, each paper/presentation will most likely be built off the previous one, thus the effort of succeeding papers/presentations will be less than initially. Other technical support items could include providing OE safety escorts for site visits by U.S. Army Corps of Engineers and CDPHE personnel and other visitors, supporting comparisons between the pilot project efforts and ongoing FLBGR actions (i.e. cost and schedule assessment, resource analysis, contract vehicle assessment, etc.). The U.S. Army Corps of Engineers and CDPHE project managers have heavy demands for information on FLBGR and they do not anticipate it being less for this project. Responsiveness to this task will be very important.

- 5.6.3 Construction Support/Anomaly Avoidance. The contractor may be required to provide construction support and anomaly avoidance services. The area of responsibility for this activity is included on the CD that is included with this PWS. These activities shall be performed in accordance with the procedures outlined within the FLBGR management plan (see CD). The Level of effort for construction support/anomaly avoidance is dependent on the type of support required, i.e.; putting in a pipeline, building a house, drilling a well, etc. See the FLBGR Management Plan for additional guidance on construction support anomaly avoidance.

5.7 **Miscellaneous Requirements**

- 5.7.1 Infrastructure and Security. All infrastructure requirements and security thereof is the responsibility of the contractor, including securing a suitable location for the on-site storage of explosives and MEC debris/scrap. Rights of Entry (ROEs) provided by the Corps of Engineers for access to perform MEC removal actions do not address supporting infrastructure facilities and equipment on the property. The contractor will be required to negotiate directly with landowners to facilitate their infrastructure requirements.
- 5.7.2 Notes of Conference. The contractor shall provide all meeting attendees notes of conference for significant meetings and/or telephone conferences.

- 5.7.3 Site Specific Final Report. The contractor shall provide a site-specific final report detailing and documenting all project activities, methodologies, results, reports, QC documentation, electronic data, supporting documentation, removal verification activities and results, etc. The document will include a certification by the contractor that all work was performed in accordance with the PWS and applicable laws and regulations.
- 5.7.4 Monthly Progress Status Report. The Contractor's Project Manager shall provide a monthly progress status report that shall contain at the minimum the following items:
- 5.7.4.1 Summary of Services Performed Last Month
 - 5.7.4.2 Forecast of Activities to be Performed Next Month
 - 5.7.4.3 Changes in Scope made Last Month
 - 5.7.4.4 Client Communications Last Month and Next Month (Frequency)
 - 5.7.4.5 Budget Status
 - 5.7.4.6 Accounts Receivable
 - 5.7.4.7 Schedule Status
 - 5.7.4.8 Quality Status
 - 5.7.4.9 Unresolved Issues

The monthly progress status report shall be distributed to the following, at a minimum:

Omaha District Project Manager - Jerry Hodgson, jerry.l.hodgson@usace.army.mil
Omaha District Contracting Officer - Doug Hadley, doug.e.hadley@usace.army.mil
Huntsville Program Manager - Lisa Harris, lisa.b.harris@usace.army.mil
Huntsville Contract Specialist - Michael Duffy, michael.r.duffy@usace.army.mil

- 5.8 Quality Assurance Surveillance Plan (QASP). The QASP will be provided as attachment 3 of this PWS and distributed at the pre-proposal site visit. This plan outlines the procedures and guidance the Omaha District will utilize in evaluating the technical, quality and safety performance of the contractor. The plan also outlines procedures for correcting deficiencies and/or violations in the contractors' performance. The plan is being furnished in order to make the contractor aware of the methods to be utilized by the Omaha District in evaluating performance, and to address any concerns they may have prior to initiating work.

- 5.9 Major Milestones. These are the major milestones that the Contractor is to achieve. These are not complete, nor are they in any true order. In order for the Contractor to be given a Notice to Proceed from the Contracting Officer, the contractor shall have the Bound Insurance Policy approved and accepted by the Contracting Officer.

- 5.9.1 Bound Insurance Policy Accepted and Approved by Contracting Officer

- 5.9.2 Work Plan Accepted and Approved by USACE
- 5.9.3 ESS Amendment Accepted and Approved by DDESB
- 5.9.4 MEC Removal Verification on Target #5 Completed and Project Accepted by CDPHE
- 5.9.5 Site Specific Final Report Approved and Accepted by USACE/CDPHE
- 5.9.6 Proposed Plan Accepted and Approved by CDPHE
- 5.9.7 Decision Document Accepted and Approved by CDPHE

Note: Only after Contractor's Final Milestone Acceptance and Approval will the Contractor be able to invoice for the 10% Retainage of the Task Order Cost.

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Attachment 1

Document Distribution, Review and Approval Table

Document Distribution, Review and Approval Table

Document	Omaha District	CDPHE	USAESCH	TAPP	EPA	Notes
Work Plan Part I	C, R	A	R	R	R	
Technical Management Plan						
Conceptual Site Model						
Geophysical Investigation Plan						1
Environmental Protection Plan						
CWM Contingency Plan						
Removal Verification Plan						2
Work Plan Part II	A	R	R	R	R	
Explosives Management Plan						
Explosives Siting Plan						
MPPEH Management Plan						
Safety Plan						
Quality Control Plan						
Explosives Safety Submission	E		E			3

LEGEND:

A = Approve: Required prior to execution

C = Concurrence: Omaha District review to assure action is compliant with applicable laws, regulations, Corps policies, etc.

R = Review/Comment:: May provide comments for consideration

E = Execute: Responsible for obtaining approval outside Corps approval authority

NOTES:

1. If required

2. May be submitted separate from Work Plan

3. ESS will be routed and approved IAW DOD 6055.9-STD as implemented by DA and HQUSACE.

Attachment 2

Accident Prevention Plan (APP) Guidance

- 1.0 EM385-1-1. All aspects of EM 385-1-1 will be followed in performance of the PWS. Special interest will be given to the following sections.
 - 1.1 Sections 1-3, 5, 9, 18, 25, 28
 - 1.2 Appendices A and B
- 2.0 Roles and Responsibilities. The roles and responsibility section of the APP will include Stop Work Authority. This section shall clearly identify personnel who have the authority to stop work, and under what circumstances they have this authority. The following information is provided as a guide for this section. (1) Any employee can declare the cessation of work in the presence of imminent danger (potential for loss of limb, loss of life, or loss of eyesight); (2) once stop work is declared by an employee the Site Safety Health Officer (SSHO) shall investigate the cause of the cessation, rendering appropriate mitigation and controls after consulting off-site personnel (if necessary), and documenting the event in the SSHO project log book. Appropriate entries will also be made in the Quality Control logbook and daily reports
- 3.0 Exposure Data Report. An Exposure Data Report shall be prepared. (Note: This report does not negate the requirement to submit an ENG Form 3394 to report an accident). The report shall include the following information:
 - 3.1 Title of Report (e.g., "EXPOSURE DATA REPORT")
 - 3.2 Month and year for which the report is made
 - 3.3 Contract number
 - 3.4 Task order number
 - 3.5 Project name and location
 - 3.6 Hours worked in direct support of the contract (by all personnel) during the reported month, and cumulative. (Do not report hours expended on corporate personnel issues, payroll, etc.) Do report hours expended by subcontract personnel in direct support of the contract.
 - 3.7 Total number of lost workdays due to on-the-job accidents during the reported month, and cumulative.
 - 3.8 Number of property damage accidents (includes vehicles) with property loss value of \$2,000 or more, during the reported month, and cumulative.
 - 3.9 Signature, Title and Date: The preparer shall sign and date the exposure data report. This report will be completed and sent via email to Jeffrey.J.Skrivanek@usace.army.mil no later than 10 days after the reporting period. The subject line will state FPRI Exposure Data for the "insert month".

- 4.0** ENG Form 3394. All accident/incidents reporting (using ENG Form 3394) will be completed by the contractor, verified by UXO site safety specialist, and then sent to the Omaha District Safety Office.

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Attachment 3

Quality Assurance Surveillance Plan (QASP)

To be provided at pre-proposal site visit.